

SECTION C
GENERAL TERMS & CONDITIONS

THE STATE OF TEXAS

BID #LC-R-6350-027-13971

COUNTY OF HARRIS

ORDINANCE # 03-1009
CONTRACT # 55412

I. PARTIES

A. Address

THIS AGREEMENT FOR ALARM MONITORING, INSPECTION, MAINTENANCE AND TELEPHONE RESPONSE SERVICES FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and **JOHNSON CONTROLS, INC.** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Johnson Controls, Inc.
9001 Jameel, Suite 100
Houston, TX 77040
Phone: (713) 332-3131 832-204-94
Fax: (713) 332-3100

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

TABLE OF CONTENTS

	<u>Page No.</u>
I. PARTIES	1
A. Address	1
B. Table of Contents	1
C. Parts Incorporated	3
D. Controlling Parts	3
E. Definitions.....	3
F. Signatures.....	4
II. DUTIES OF CONTRACTOR	5
A. Scope of Services.....	5
B. RELEASE	5
C. INDEMNIFICATION.....	5
D. INDEMNIFICATION PROCEDURES	6
E. Insurance	7
F. Warranties	8
G. Licenses and Permits.....	9
H. Compliance with Equal Opportunity Ordinance.....	9
I. MWBE Compliance.....	9
J. Drug Abuse Detection and Deterrence	9
K. Environmental Laws	9
L. Contractor's Performance	11
M. Payment of Employees and Subcontractors.....	11
III. DUTIES OF CITY	12
A. Payment Terms	12
B. Taxes.....	12
C. Method of Payment.....	12
D. Method of Payment - Disputed Payments	12
E. Limit of Appropriation.....	12
F. Changes.....	14
IV. TERM AND TERMINATION.....	16
A. Contract Term	16
B. Notice to Proceed	16
C. Renewals	16
D. Time Extensions.....	16
E. Termination for Convenience by the City	16
F. Termination for Cause by City	17
G. Termination for Cause by Contractor	18
H. Termination for Cause - Termination by City for Health and Safety	18
I. Removal of Contractor Owned Equipment and Materials.....	18
V. MISCELLANEOUS	19
A. Independent Contractor.....	19

B.	Force Majeure	19
C.	Severability	19
D.	Entire Agreement	20
E.	Written Amendment.....	20
F.	Applicable Laws	20
G.	Notices	20
H.	Non-Waiver.....	20
I.	Inspections and Audits.....	21
J.	Enforcement.....	21
K.	Ambiguities.....	21
L.	Survival.....	21
M.	Parties In Interest	21
N.	Successors and Assigns.....	22
O.	Business Structure and Assignments	22
P.	Remedies Cumulative	22

EXHIBITS

- A. DEFINITIONS
- B. SCOPE OF SERVICES
- C. EQUAL EMPLOYMENT OPPORTUNITY
- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. Definitions

Certain terms used in this Agreement are defined in Exhibit "A".

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

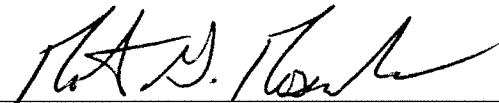
Johnson Controls, Inc.

WITNESS (if not a corporation):

By: 

Name: ROBERT LAWSON

Title: SERVICE OPERATIONS MANAGER

By: 

Name: ROBERT G. ROSENBERG

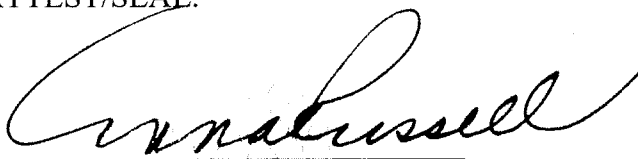
Title: BRANCH MANAGER



Federal Tax ID Number: 39-0380010

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:


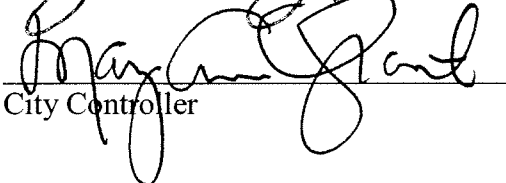

City Secretary


Mayor 

APPROVED:

COUNTERSIGNED BY:


City Purchasing Agent




City Controller

DATE COUNTERSIGNED:

10/31/03

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

8/18/2003
Date


Legal Assistant

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTA TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

D. INDEMNIFICATION PROCEDURES

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

- (2) Defense of Claims
 - (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then

control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- (2) Worker's Compensation including Broad Form All States endorsement:

Statutory amount

(3) Automobile Liability insurance

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

(4) Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods furnished by it, Contractor warrants:

- (1) that all items are free of defects in title, material, and workmanship,

- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 3% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the

Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. Environmental Laws

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Natural Resource Conservation Commission ("TNRCC"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontracted.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverable shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the user department Director/designated representative, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$163,657.30 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$_____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
 - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 must be approved by the City Council.
 - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional one-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Contractor or Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then

pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Termination for Cause - Termination by City for Health and Safety

If City Council determines that the public health, safety, and welfare of the City require termination of this Agreement, then the Agreement is terminated immediately upon that determination by City Council.

I. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 3 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph.

This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

EXHIBIT "A"

DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Various Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Supervisory Circuit means a signal indicating a problem with an alarm pane.

EXHIBIT B
SCOPE OF SERVICES
(Applies to All Departments)

1.0 SCOPE OF WORK

The Contractor shall furnish all supervision, labor, transportation, tools and equipment and supplies necessary to provide alarm and security monitoring, fire alarm inspection, maintenance and telephone response services for the Houston Public Library, Building Services, Health and Human Services, Finance and Administration, Solid Waste Management and Public Works and Engineering Departments per Exhibit "BB".

2.0 LICENSING REQUIREMENTS

The Contractor must meet City of Houston and State of Texas Fire and Security Codes, including but not limited to:

- A. Texas Commission on Fire Protection company license
- B. State of Texas Licensed Fire Alarm Planner on Staff or made available as needed
- C. State of Texas Licensed Fire Alarm Technicians
- D. UL Central Station, certified for fire alarm
- E. State of Texas Security License
- F. Manufacturer Licensed/Certified (To include all City equipment) Technicians on Staff

3.0 INVOICING

- 3.1 All invoices shall be provided on a monthly basis. Each shall include the contract and ordinance number. All invoicing must be submitted in triplicate, itemized as to quantity, description and pricing. Documentation for all services, except monitoring, shall be provided with the invoice (i.e. work tickets, supplier invoices).
- 3.2 Invoicing will identify monthly costs by location and type of service (i.e. security or fire). The monthly security costs will include the first ten (10) responses by the Contractor's armed security guards at each location.
- 3.3 Invoicing for armed security guard responses in excess of the first ten responses at each location will be separately identified on the invoice.

4.0 LABOR FOR OTHER SERVICES

- 4.1.1 Labor for other services shall be charged at the labor charge per hour specified in the fee schedule and on the official bid form.

- 4.1.2 Contract time designation will be as follows:

Standard Time will be 7:00 a.m. through 5:00 p.m. Monday through Friday.

Overtime will be 5:01 p.m. through 6:59 a.m. Monday through Saturday morning, Saturday and Sunday Overtime will be 7:00 a.m. Saturday through 6:50 a.m. Monday and Holiday Overtime shall be any Official City of Houston Holiday approved by Houston City Council.

Other services shall include, but not limited to the following:

- 4.3 Replacement of major components such as control panel, control, charging systems, sensing devices, relaying components, etc.;
- 4.4 Rebuilding equipment already in place;

4.5 Services not incorporated into the inspections agreement check list;

The Contractor shall perform all necessary labor on the existing equipment to replace parts and components that fail during the term of the Inspection and Repair Contract. Once a part has failed and must be replaced the Contractor must notify and seek approval from the Department prior to performing the replacement work. The Contractor will bill the Department for only the time performing the replacement work. No travel allowances shall be provided by the Department. All work performed by the Contractor shall be based on a fixed hourly rate.

5.0 RESPONSE TIME

The Contractor must be able to respond within one (1) hour with a minimum of one (1) qualified technician after receipt of notification request from an authorized representative of the City of Houston. The Contractor shall maintain a manned (24) hour phone number for emergencies.

6.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Contractor, at anytime during the term of this contract, may add or delete like or similar equipment, locations and/or services to the list of equipment, locations and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from the City. Equipment, locations and/or services added will be subject to the contract services and charges or rates as an item already specified in the fee schedule. In the event the additional equipment, locations and/or service is not identical to any item already under contract, the charges therefore will then be the Contractor's prevailing charges or rates for the equipment, locations and/or services classified in the fee schedule.

7.0 SOFTWARE

The Contractor shall possess the most recent and corresponding software that will integrate with the security and fire alarms systems at each City facility and possess factory authorized and current operating password(s) that allows complete system access to each City facility. Contractor is to have the capability to program all security panels remotely.

8.0 REPORTS

- a. The Contractor shall submit activity reports bi-weekly with information that includes a summary of alarms, inspections, maintenance accomplished and other services performed.
- b. The Contractor shall provide special activity reports as requested at no additional charge.

9.0 False Alarm Rate

Not more than ten (10) false alarms at each facility will be acceptable during a one (1) year period. This will apply only to false alarms caused by wiring or equipment failure caused by equipment not included in the contract. Contractor will notify the department when false alarms exceed the limit. Contractor will recommend actions to reduce false alarms for department review.

10.0 ESTIMATED QUANTITIES NOT GUARANTEED

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of alarm monitoring, maintenance and telephone response services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

11:0 WARRANTY OF SERVICES

a) *Definitions:* "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract.

"Correction" as used in this clause, means the elimination of a defect.

b) Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

c) If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

PART I

SPECIFICATIONS FOR HEALTH AND HUMANS SERVICES, FINANCE AND ADMINISTRATION, SOLID WASTE MANAGEMENT, PUBLIC WORKS AND ENGINEERING DEPARTMENTS

1.0 SECURITY ALARMS

- 1.1 All sites shall be inspected after Notice-to-Proceed has been given and recommendations made to the requesting department Director for necessary equipment replacements based on current technology. A detailed inventory of existing equipment shall be accomplished and provided to the requesting Director.
- 1.2 Security alarm maintenance shall include, but not be limited to, providing inspections of all security alarm system components at least annually, battery replacement, testing and cleaning as part of preventative maintenance.

2.0 MONITORING REQUIREMENTS

2.1 Security Monitoring

The Contractor will provide 24-hour a day monitoring services at a central station/facility. In the event of a security alarm signal at a facility, the on-site security system will communicate with the Contractor's Central Monitoring Station. The Contractor's Central Monitoring Station will dispatch a commissioned (armed) security guard to the facility. The Central Monitoring Station will notify the designated department representative. Supervised opening and closing alarm monitoring services are required at all facilities. Supervised opening and closing services will function as follows: The Contractor's Central Monitoring Station will call designated Department representatives if a) the facility is not closed according to established hours; b) the facility is not opened according to established hours; and c) the facility is entered at other than normal operating hours and no call was received or recorded from a Department representative with an authorized pass code. Printed opening and closing reports are to be provided for each department facility on a monthly basis.

2.2 Elevator Monitoring

The contractor will provide 24-hour monitoring services at a central station/facility of City-installed elevator telephones. In the event of a call from an elevator phone, the Central Station will notify the designated department representative.

2.3 Walk-in-Cooler Low Temperature Monitoring

Twenty-four (24) hour monitoring services at a Health and Human Services (H&HS) Central Station for low temperature monitoring of walk-in coolers at 1115 S. Braeswood (Vaccine Program) and 7131 Cullen (Warehouse). The central monitoring station will notify the designated H&HS representative.

2.4 False Alarm Rate

Not more than ten (10) false alarms at each elevator, walk-in-cooler or security monitoring facility will be acceptable during a one (1) year period. This will apply only to false alarms caused by wiring or equipment failure. Contractor will notify the department when false alarms exceed the standard. Contractor will recommend actions to reduce false alarms for department review.

3.0 SECURITY ALARM SYSTEMS

3.1 Response to Security Alarm Signals

The Contractor's Commissioned (Armed) Security Guard will arrive within thirty (30) minutes of the security alarm signal at the department facility from which the alarm originated. The security guard shall thoroughly inspect the facility for signs of entry immediately upon arrival. If signs of entry are visible, the Houston Police Department will be notified by the security guard. The security guard will remain at the department facility until the designated Department representative secures the facility, the security system is reset, all entrances and exits are secured.

3.2 Service to the Security Alarm Systems

The Contractor will maintain the installed security system on an on-going basis for the duration of the contract period. The equipment labor and materials charge will include:

- a. Replacement of all components as needed due to equipment malfunction or failure at the specified rate.
- b. Repair of all components as needed due to equipment malfunction or failure at the specified rate.

3.3 Security System Installation

- a. New systems or replacement parts (or systems) shall be installed in a workmanlike manner, in accordance with manufacturer's approved wiring diagrams. The contractor shall furnish all conduit, wiring, junction boxes, connectors, cabinets and associated miscellaneous materials necessary for the complete installation.
- b. All equipment shall be designated and implied for its intended use.
- c. Installation of all raceways and wiring shall be in compliance with the City and National Electrical Code. All applicable portions of the Electrical and Administrative Code of the City of Houston shall be followed implicitly, in particular with regard to material type and quality, circuitry extension from and connections to existing outlet and junction boxes, panel boards and similar appurtenances.
- d. All penetrations of floor slabs and fire walls shall be fire-stopped in accordance with all local fire codes.
- e. Wiring shall be color coded throughout according to National or City of Houston Electrical Code Standards with a size minimum of No. 19 AWG, and must also conform to the National Electrical Code, NFPA 70.
- f. A manufacturer-trained representative shall install the system.
- g. The security equipment shall be Digital Security Control Equipment or an approved equivalent.

3.4 Documents for Security System Installation

- a. Prior to commencement and after completion of work, Contractor must notify authorities having jurisdiction.
- b. Permits necessary for installation of the work shall be obtained prior to the commencement of work. All permit costs and inspections, if required, shall be included as part of the required work under this Contract.
- c. The Contractor shall provide a single line riser diagram showing all equipment and type, number and sign of all Conductors. Upon completion of the installation of the Security System, the Contractor shall provide to the designated department representative, a signed written statement, substantially in the form that follows:

"The undersigned, STATE ALARM LICENSE B _____ having been engaged as the Awarded Contractor on (NAME OF CONTRACT and CONTRACT NUMBER)), confirms that the Security System was installed in accordance with diagrams, instructions and directions provided to us by the equipment manufacture"

3.5 Security System Installation Field Testing

- a. Reports of any field testing during installation shall be forwarded to the department representative.
- b. Upon completion of installation, the Contractor shall test the entire system under the supervision of manufacturer-trained representative. Each individual system operation on a point-by-point basis shall be

tested for its complete operation. Procedures for testing the entire security system shall be set forth with the consent of the department representative.

3.6 Training and Operating Manuals

The Contractor shall compile and provide to the department representative two (2) complete operations manuals on the furnished security system, catalog cuts of all equipment and components, all as-built wiring diagrams, and a manufacturer's suggested spare parts list with current pricing. In addition to the above printed materials, the Contractor shall provide instructions to the designated personnel at each facility where the system is installed in the operation of the system.

3.7 MISCELLANEOUS

The Contractor shall ensure that all systems have the correct telephone connections and that coded activities are correctly recorded.

4.0 FIRE ALARM SYSTEMS

4.1 Fire Alarm Monitoring

The Contractor will provide 24-hour a day monitoring services at a central station/facility. In the event of a fire alarm signal at a Department facility, the on-site fire alarm will communicate with Contractor's Central Monitoring Station. The Contractor's Central Monitoring Station will notify the Houston Fire Department to respond to the fire alarm and will also notify the designated department representative.

4.2 The Contractor agrees to provide repair of fire alarm equipment, systems and related controls on site.

4.3 The Contractor shall maintain a 24-hour emergency telephone number to be contracted during emergencies. Contractor shall respond to emergencies within 3 hours after being contacted should a fire alarm system malfunction.

4.4 Scheduled maintenance inspection and repair shall be performed as listed. Failure to make scheduled maintenance and repair visits and inspections within the specified time frame shall result in the termination of this contract.

4.5 Each scheduled maintenance inspection and if necessary repair visit shall include an inspection of all equipment pertaining to the fire alarm systems, certification of such and in compliance with the State of Texas rules and regulations and all applicable codes.

4.6 The field representative shall call to the attention of departmental personnel the need for any replacement parts and the cost for labor during scheduled inspections and maintenance repair visits. This notification shall be in writing to Facilities Operation and Maintenance.

4.7 Failure of equipment between the scheduled inspections will be repaired or replaced by the Contractor.

4.8 No extra travel or trip charges will be added for any of the services provided.

The Contractor shall provide a detailed and State of Texas approved service report for each inspection and maintenance call. One (1) copy to be left with the building manager and one (1) copy to be the department , and one (1) copy to be retained by the contractor. Whenever required by the State of Texas a copy of such inspection report for each repair service shall include a brief description of the problem, as well as the remedies employed. The contractor shall return all replaced parts to the City. Whenever possible the Contractor shall use original equipment manufacturer's replacement parts. The parts must be new.

4.10 Contractor to maintain current inspection tags at all times.

- 4.11 The 9-volt battery operated stand-alone fire alarms are NOT included in the fire alarm service contract.
- 5.0 WARRANTIES
- 5.1 Contractor warrants that he or she is qualified to perform inspection and maintenance services on Equipment stated in this contract. Contractor shall allow only skilled, trained and State of Texas Certified Fire Alarm Electricians to inspect, maintain and perform repairs as needed under this contract. Contractor shall observe the highest standards of diligence and care in the performance of its inspections, maintenance and repairs as needed, and shall meticulously follow the standards and procedures required by the manufacturer (including all service bulletins for inspection, maintenance and repair services).
- 5.2 The Contractor further warrants with respect to any equipment components and goods furnished by it the following:
- 5.3 That such items to be free of defects in title material and workmanship
- 5.4 That each item meets or exceeds the specifications and requirements of the manufacturer.
- 5.5 That each component part is new, and that no such items or use thereof infringes any patent, copyright, or proprietary right.
- 5.6 Contractor further warrants that all services and parts provided shall be in strict conformity with all applicable regulations.
- 6.0 SEMI-ANNUAL & QUARTERLY INSPECTION AND REPAIRS
- 6.1 Contractor shall inspect and maintain all fire alarm equipment to NFPA standards at the locations listed according to an Inspection and Maintenance Agreement Check List that meets or exceeds the NFPA requirements. Contractor shall provide to the department semi-annual and quarterly inspection reports. Contractor to leave a copy of such a report at the inspection site and forward a copy to the department. Any repairs made should have the prior approval of the department's representative. All labor, materials and supplies necessary to perform the services on the Inspection and Maintenance Agreement Checklist shall be included in the semi-annual charge for inspections and repairs listed in the fee schedule and on the official bid form.
- 7.0 CHANGES IN EQUIPMENT
- 7.1 Should any equipment be taken out of service during the term of this contract, Contractor shall reduce the semi-annual charge for inspections accordingly.
- 7.2 Upon mutual consent of Contractor and City, the existing equipment may be exchanged for equipment requiring like maintenance without changes in the semi-annual charge for inspections.
- 7.3 This Contract may be amended to allow for addition of equipment with an increase in the semi-annual charge for inspections equal to the inspection charge for similar equipment at the Contractor's and city's option by written agreement of the department Director to the City Purchasing Agent on whose written authorization any addition, deletions and/or changes are to be made.
- 8.0 VERIFICATION OF EQUIPMENT
- 8.1 It is mandatory that all equipment be verified by the contractor.
- 9.0 REPLACEMENT PARTS:
- 9.1 Replacement parts shall be charged for a cost plus percentage as listed in the contract fee schedule.

- 9.2 Cost of parts and materials used in the performance of this contract shall be charged to the department along with labor. All components shall be listed individually along with their cost plus markup. The Contractor shall provide, along with their invoices for part and components, a copy of its supplier's invoice.
- 9.3 Contractor shall return all damaged and defective parts that have been replaced to the City.
- 10.0 EQUIPMENT LIST:
- 10.1 Contractor shall verify and identify all related components of the fire alarm systems at the listed locations.
- 11.0 REMOVAL OF EQUIPMENT:
Any and all equipment removed from City property shall be accompanied by a City of Houston Return Authorization Form 7530-0559951-00. The return Authorization Form shall be provided by the department requesting services. The form shall be adjusted by the user department to reflect the Contract and Ordinance number pertaining to this contract.

PART II
SPECIFICATIONS FOR HOUSTON LIBRARY DEPARTMENT

1.0 MONITORING REQUIREMENTS

1.1 Security Monitoring

The Contractor will provide 24-hour a day monitoring services at a central station/facility. In the event of a security alarm signal at a Library facility, the on-site security system will communicate with the Contractor's Central Monitoring Station. The Contractor's Central Monitoring Station will dispatch a commissioned (armed) security guard to the facility. The security guard should be on site within 30 minutes of receiving the signal. The Central Monitoring Station will notify the designated Library representative.

- 1.2 Whenever a Library facility security alarm system is armed or disarmed, an identifying signal is to be transmitted to the Contractor's Central Monitoring Station that identifies 1) arming; 2) disarming; 3) time of event; and authorization code identifying the person operating the security system. If the security alarm system is not armed at a designated closing time, the Contractor's Central Monitoring Station will notify designated Library representatives.

- 1.3 If the security alarm system is disarmed outside of normal hours of operation the Contractor's Central Monitoring Station will contact the Library to obtain the pass code ID from an authorized representative. If the individual disarming the security alarm system cannot identify themselves properly the Contractor's Central Monitoring Station will dispatch an armed security guard, notify the Houston Police Department and notify designated Library personnel. The security guard should be on site within 30 minutes of receiving the signal. Printed opening and closing reports are to be provided for each Library facility on a monthly basis."

1.4 Fire Alarm Monitoring

The Contractor will provide 24-hour a day monitoring services at a central station/facility. In the event of a fire alarm signal at a Library facility, the on-site fire alarm will communicate with Contractor's Central Monitoring Station. The Contractor's Central Monitoring Station will notify the Houston Fire Department to respond to the fire alarm and will also notify the designated Library Representative.

2.0 SECURITY ALARM SYSTEMS

2.1 Response to Security Alarm Signals

The Contractor's Commissioned (Armed) Security Guard will arrive within thirty (30) minutes of the security alarm signal at the Library facility from which the alarm originated. The security guard shall thoroughly inspect the facility for signs of entry immediately upon arrival. If signs of entry are visible, the Houston Police Department will be notified by the security guard. The security guard will remain at the Library facility until the designated Library representative secures the facility, the security system is reset, all entrances and exits are secured.

2.2 Service to the Security Alarm Systems

The Contractor will maintain the installed security system on an on-going basis for the duration of the contract period. The equipment labor and materials charge will include:

- a. Replacement of all components as needed due to equipment malfunction or failure at the specified rate.
- b. Repair of all components as needed due to equipment malfunction or failure at the specified rate.
- c. Maintenance shall include, but not be limited to, providing inspections of all system components at least annually, battery replacement, testing and cleaning as part of preventative maintenance. All cost associated with preventive maintenance and inspections are to be included in the monthly service charges and not charged as an additional service.

- d. The cost of repairing alarm systems when the damage is due to disrepair of library facilities, damage caused by Library employees or patrons, damage caused by vandalism, or damage caused by natural forces will be an additional expense with pricing to be negotiated at the time of the incident.

2.3 System Assurance Services

COVERAGE:

- a. Scheduled Service Visits-Provide service so that listed equipment receives a minimum of one operational inspection per year. Inspection services include, but are not limited to locations listed in Schedule A of the Specifications.
- b. Scheduled Service Materials – All Materials necessary for inspection services will be included.
- c. System Integrity – Will be validated through physical checks and system function test.
- d. Telephone Assistance – Provide customer contact to enable communications for assistance in identifying and resolving operational problems, etc.
- e. Enhancement Engineering – Monitor the overall performance of equipment. Consider current manufactures recommendations, reliability, productivity, operating cost, and changes in use. When need for alterations, upgrades, retrofits, etc. suggest appropriate action.
- f. Repair Labor – During normal working hours, repair any listed equipment.
- g. Repair Materials – Replace broken or defective parts on listed equipment.
- h. Extended Service – Provide on site response 24 hours a day, 7 days a week.
- i. Response to Equipment Malfunctions – All repairs to equipment are to be made on the same day as malfunctions are identified. Any exceptions must be approved by the designated representative of the Houston Public Library.

2.4 Security System Installation

- a. New systems or replacement parts (or systems) shall be installed in a workmanlike manner, in accordance with manufacturer's approved wiring diagrams. The contractor shall furnish all conduit, wiring, junction boxes, connectors, cabinets and associated miscellaneous materials necessary for the complete installation.
- b. All equipment shall be designated and implied for its intended use.
- c. Installation of all raceways and wiring shall be in compliance with the City and National Electrical Code. All applicable portions of the Electrical and Administrative Code of the City of Houston shall be followed implicitly, in particular with regard to material type and quality, circuitry extension from and connections to existing outlet and junction boxes, panel boards and similar appurtenances.
- d. All penetrations of floor slabs and fire walls shall be fire-stopped in accordance with all local fire codes.
- e. Wiring shall be color coded throughout according to National or City of Houston Electrical Code Standards with a size minimum of No. 19 AWG, and must also conform to the National Electrical Code, NFPA 70.
- f. A manufacturer-trained representative shall install the system.

2.5 Documents for Security System Installation

- a. Prior to commencement and after completion of work, Contractor must notify authorities having jurisdiction.
- b. Permits necessary for installation of the work shall be obtained prior to the commencement of work. All permit costs and inspections, if required, shall be included as part of the required work under this Contract.
- c. The Contractor shall provide a single line riser diagram showing all equipment and type, number and sign of all Conductors.
- d. Upon completion of the installation of the Security System, the Contractor shall provide to the designated Library representative, a signed written statement, substantially in the form that follows:

“The undersigned, STATE ALARM LICENSE B _____ having been engaged as the Awarded Contractor on (NAME OF CONTRACT and CONTRACT NUMBER)), confirms that the Security System was installed in accordance with diagrams, instructions and directions provided to us by the equipment manufacture”

2.6 Security System Installation Field Testing

- a. Reports of any field testing during installation shall be forwarded to the Library representative.
- b. Upon completion of installation, the Contractor shall test the entire system under the supervision of manufacturer-trained representative. Each individual system operation on a point-by-point basis shall be tested for its complete operation. Procedures for testing the entire security system shall be set forth with the consent of Library Director.

2.7 Training and Operating Manuals

The Contractor shall compile and provide to the Library representative two (2) complete operations manuals on the furnished security system, catalog cuts of all equipment and components, all as-built wiring diagrams, and a manufacturer's suggested spare parts list with current pricing.

In addition to the above printed materials, the Contractor shall provide instructions to the designated personnel at each facility where the system is installed in the operation of the system.

3.0 MISCELLANEOUS

- a. The Contractor shall provide cards with access codes for Library employees as necessary and make routine additions/deletions upon request without any additional charges.
- b. The Contractor shall also be responsible for programming the access codes, time/date changes and all other control panel programming directly into the control panels at no additional expense to the City. Contractor must have the capability of providing these services from a central location and not have to go to each individual location to perform the service.
- c. The Contractor shall ensure that all systems have the correct telephone connections and that coded activities are correctly recorded. The Contractor shall identify and coordinate all service/repairs of telephone lines, circuits, and interface jacks with the Library Department. The Contractor shall provide and install the connection between the interface jacks and the alarm systems. The Contractor shall also be responsible for relocating or installing all telephone interface jacks into the various alarm panels. If the Library Department alters the telephone system or when the telephone system itself cause problems in

transmission of the alarm to the Contractor's Central Monitoring Station then the cost of repairs or alterations will be borne by the Library Department as an additional expense.

PART III
SPECIFICATIONS FOR BUILDING SERVICES

- 1.0 The Contractor is responsible for performing scheduled preventive maintenance and unscheduled repairs on fire alarm monitoring systems, as necessary, on a 24-hour per day, 365-day per year basis. The Contractor shall maintain a 24-hour emergency telephone number to be contracted during emergencies. Contractor shall respond to emergencies within one-hour after being contacted should a fire alarm system malfunction.
- 1.2 Each scheduled maintenance inspection and if necessary repair visit shall include an inspection of all equipment pertaining to the fire alarm systems, certification of such and in compliance with the State of Texas rules and regulations and all applicable codes.
- 1.3 The Contractor shall provide a detailed and State of Texas approved service report for each inspection and maintenance call. One copy to be left with the Building Superintendent one copy to be retained by the Contractor. Whenever required by the State of Texas a copy of such inspection report to be forwarded to the State by the Contractor. The service report for each repair service shall include a brief description of the problem, as well as the remedies employed. The Contractor shall return all replaced parts to the City. Whenever possible the Contractor is to use original equipment manufacturer's replacement parts. The parts must be new.
- 1.4 No extra travel or trip charges will be added for any of the services provided.
- 1.5 CONTRACTOR'S RESPONSIBILITIES:
It is the Contractor's responsibility to survey each location for the purpose of identifying all Security and Fire equipment, hardware, wiring, and etc. The City's failure to list any Fire equipment, hardware, wiring, and etc. does not exclude it from coverage on the contract. All Fire Alarm equipment, hardware and wiring listed in the locations in "Exhibit BB" are to be covered in the contract.
- 2.0 RELATED DOCUMENTS:
- 2.1 The requirements of National Fire Protection Association Code (NFPA) 72, 1996 revision and the Texas Insurance Code and Fire Alarm Rules apply to this specification, as adopted by the State of Texas. All work shall be done within the requirements of these and any other state or local Codes.
- 2.2 In conformance to NFPA 72 paragraph 7-1.2.2, bidding contractor must have a minimum of SIX (6) NICET Level 3 or 4 permanently employed personnel to be qualified to perform the services listed in this specification. Contractor must have a minimum of at least one (1) level 4 certified individual in his permanent employ. Contractor must include copies of the Licenses for these individuals in his Bid package to be considered.
- 3.0 REQUIREMENTS
- 3.1 The Inspections & service as described shall be performed on a semi-annual basis, pre-scheduled with the City of Houston, with adequate notice to allow notification of all occupants. Inspections or service shall be required during after hours times while no occupants are present, at the City of Houston's sole discretion.
- 3.2 Inspections & Tests shall include all functional tests required by Code, whether or not specifically described herein.

4.0 SYSTEM MONITORING

- 4.1 The Contractor will provide a 24-hour monitoring services at a central station/facility. In the event of a fire alarm signal at a Building Services facility, the on-site fire alarm will communicate with the Contractor's central monitoring station. The Contractor's central monitoring station will notify the Houston Fire Department to respond to the fire alarm and will also notify the designated Building Services representative.
- 4.2 Contractor will provide 24-hour monitoring services at a central station/facility of City-installed elevator telephones. In the event of a call from an elevator phone, the Central Station will notify the designated department representative.

5.0 FUNCTIONAL TESTS OF FIRE ALARM SYSTEMS

- 5.1 Tests of all the devices and components in each Fire Alarm System shall be conducted as follows:
- a. Fire Alarm Control Panels shall be fully tested for proper fuse values, power supply outputs, fully functional lamps and LEDs including proper zone or device labels, and proper function of all control features including, but not limited to:
 - b. Signal circuit activation
 - c. Fire Department Notification (Monitoring) connection
 - d. Air Handler Shutdown
 - e. Alarm Verification, if programmed active
 - e. Elevator Recall Operation, if applicable
 - f. Proper Supervisory Circuit operation
 - g. Proper Trouble Supervision operation
 - h. ASD operation
- 5.2 Ceiling Smoke Detectors shall be functionally tested with a UL approved canned smoke solution, or other approved method to ensure activation of each unit. Once every two years these units will be sensitivity tested in accordance with NFPA 72 paragraph 7-3.2.1 and any out of calibration devices will be replaced at no charge. Physically contaminated devices will be cleaned prior to sensitivity tests.
- 5.3. Air Duct Smoke Detectors shall be functionally tested by an approved method to ensure activation of each unit. Air Handler Unit Shutdown will be verified for each Detector unit and so noted on the Inspection Report. Once every two years these units will be sensitivity tested in accordance with NFPA 72 paragraph 7-3.2.1 and any out of calibration devices will be replaced at no charge to the City. Physically contaminated devices will be cleaned prior to sensitivity tests.
- 5.4 Heat Detectors shall be functionally tested with a heat source for restorable units or tested electrically by testing the wire connected to the device for non-restorable units.
- 5.5 Manual Pull Stations shall be operated by opening the unit to ensure it has not been painted shut or otherwise disabled. Keyed operation is acceptable if that function tests the mechanical operating condition of the device.
- 5.6 Audible/Visible Indicating Appliances shall be visibly inspected to ensure no units are obstructed and that all Evacuation signals are audible above ambient noise. The Inspection Report shall note any areas or devices that are not ADA compliant or where adequate audibility is not present. Recommendations shall be made in the Inspection Report for having adequate audibility and strobe placement. This test may be performed after regular business hours at the discretion of the Building Superintendent.

- 5.7 Supervisory Circuits shall be tested by manually tripping the device, taking every precaution to deactivate any circuit or mechanism that will actuate agent discharge or secondary function. Simulating a condition is an acceptable test method providing a full circuit test is accomplished.
- 5.8 Remote Power Supplies shall be tested for supervision by removing circuit wiring to indicate a trouble condition on the main control panel.

EXHIBIT "BB"

LOCATIONS & EQUIPMENT

The quantities/numbers listed are not necessarily accurate, but are the City's best estimate and it's the Contractor's responsibility to verify and familiarize itself with the existing conditions at each facility. Also, the omission of any equipment system in this Exhibit does not relieve the Contractor from monitoring or providing services thereto.

SECURITY ALARM SERVICES SITES

HOUSTON PUBLIC LIBRARY

1. Acres Homes Branch 8501 West Montgomery, Houston TX, 77088
(Include Fire Alarm Monitoring Service)
 - A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric electro-luminescent arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Six door alarm contact switches.
 - E. Eight acoustic, dual-technology, glass break, detectors.
 - F. One sixty-foot wide-angle, passive, infrared, motion detector.
2. Bracewell Branch 10115 Kleckley, Houston, TX 77075
 - A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric electro luminescent arming display station.
 - C. Two, local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Four door alarm contact switches.
 - E. Two air conditioner door alarm switches.
 - F. Six acoustic, dual-technology, glass, break detectors.
2. Carnegie Branch 1050 Quitman, Houston, TX 77009
(Include Fire Alarm Monitoring Service)
 - To be armed and disarmed as three separate systems
 - A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric electro-luminescent arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Twenty-nine door alarm contact switches.
 - E. Four air conditioner door alarm switches.
 - F. Twelve acoustic, dual-technology, glass, break detectors.
 - G. One forty-foot, wide angle, dual tech, motion detector.

3. Clayton Genealogical Research 5300 Caroline, Houston, TX 77004

(Include fire alarm system monitoring.)

- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
- B. One alphanumeric electro-luminescent arming display station.
- C. Two, local sounding devices, one located at the employee entrance and one at the front of the building.
- D. Five door alarm contact switches.
- E. Two air conditioner door alarm switches.
- F. Seven acoustic, dual-technology, glass, break detectors.
- G. One seventy-foot, wide-angle, passive, infrared, motion detector.
- H. One one-hundred-foot, curtain-style, passive, infrared, motion detector.

4. Clayton House 5300 Caroline, Houston, TX 77004

(Include fire alarm system monitoring.)

- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
- B. One alphanumeric electro-luminescent arming display station.
- C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
- D. Three door alarm contact switches.
- E. Two air conditioner door alarm switches.
- F. Three acoustic, dual-technology, glass, break detectors.
- G. Two forty-foot, wide-angle, dual-technology, motion detectors.
- H. Four forty-foot, wide-angle, passive, infrared, motion detectors.

5. Collier Regional 6200 Pinemont, Houston, TX 77092

(Include fire alarm system monitoring.)

- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
- B. One alphanumeric electro-luminescent arming display station.
- C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
- D. Four door alarm contact switches.
- E. Four acoustic, dual-technology, glass, break detectors.
- F. One thirty-foot, wide-angle, dual-technology, motion detector.
- G. One seventy-foot, wide-angle, dual-technology, motion detector.
- H. Two one-hundred-foot, curtain-style, dual-technology, motion detectors.
- I. Two thirty-five-foot, wide-angle, passive, infrared, motion detector.

7. Dixon Branch 8002 Hirsh, Houston, TX 77016

- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.

- B. One alphanumeric, electro-luminescent arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Five door alarm contact switches.
 - E. Two air conditioner door alarm switches.
 - F. One acoustic, dual-technology, glass, break detectors.
 - G. One forty-foot, wide-angle, passive, infrared, motion detector.
8. Flores Branch 110 North Milby, Houston, TX 77003
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Ten door alarm contact switches.
 - E. Three air conditioner door alarm switches.
 - F. One acoustic, dual-technology, glass, break detectors.
 - G. Three seventy-foot, wide-angle, passive, infrared, motion detector.
9. Frank Branch 6440 West Belfort, Houston, TX
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Six door alarm contact switches.
 - E. Six air conditioner door alarm switches.
 - F. Three acoustic, dual-technology, glass, break detectors.
 - G. One forty-foot, wide-angle, passive, infrared, motion detector.
10. Freed-Montrose Branch 4100 Montrose, Houston, TX 77006
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Seven door alarm contact switches.
 - E. Nine acoustic, dual-technology, glass, break detectors.
 - F. One seventy-foot, wide-angle, passive, infrared, motion detector.
 - G. Four air conditioner door alarm switches.
11. Heights Branch 1302 Heights Blvd., Houston, TX 77008
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.

- C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Ten door alarm contact switches.
 - E. Two air conditioner door alarm switches.
 - F. Six acoustic, dual-technology, glass, break detectors.
 - G. Three forty-foot, wide-angle, dual-technology, motion detector.
 - H. One forty-foot, wide-angle, passive, infrared, motion detector.
12. Henington-Alief Branch 7979 South Kirkwood, Houston, TX 77072
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Fourteen door alarm contact switches.
 - E. Four air conditioner door alarm switches.
 - F. Twelve acoustic, dual-technology, glass, break detectors.
 - G. Two forty-foot, wide-angle, dual-technology, motion detector.
13. Hillendahl Branch 2436 Gessner, Houston, TX 77080
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Six door alarm contact switches.
 - E. One acoustic, dual-technology, glass, break detectors.
 - F. Two seventy-foot, wide-angle, passive, infrared, motion detector.
 - G. Two thirty-foot, wide-angle, passive, infrared, motion detector.
 - H. Two 60-foot, 360 degree, passive, infrared, motion detector
14. Johnson Branch 3517 Reed, Houston, TX 77051
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Seven door alarm contact switches.
 - E. Four acoustic, dual-technology, glass, break detectors.
 - F. Two seventy-foot, wide-angle, passive, infrared, motion detector.
 - G. Two thirty-foot, wide-angle, passive, infrared, motion detector.
 - H. Four air conditioner door alarm switches.
15. Jungman Regional 5830 Westheimer, Houston, TX 77057
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.

- B. One alphanumeric, electro-luminescent, arming display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Fourteen door alarm contact switches.
 - E. Nine acoustic, dual-technology, glass, break detectors.
 - F. One sixty-foot, wide-angle, passive, infrared, motion detector.
 - G. Six air conditioner door alarm switches.
16. Kendall Branch 14330 Memorial, Houston, TX 77079
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming, display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Eight door alarm contact switches.
 - E. Six acoustic, dual-technology, glass, break detectors.
 - F. One air conditioner door alarm switches.
17. Lakewood Branch 8815 Feland, Houston, TX 77028
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming, display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Four door alarm contact switches.
 - E. Two seventy-foot, wide-angle, passive, infrared, motion detector.
 - F. One thirty-foot, wide-angle, passive, infrared, motion detector.
 - G. Two air conditioner door alarm switches.
18. Looscan Branch 2510 Willowick, Houston, TX 77027
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming, display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.
 - D. Six door alarm contact switches.
 - E. Three acoustic, dual-technology, glass, break detectors.
 - F. One seventy-foot, wide-angle, dual-technology, motion detector.
 - G. Two air conditioner door alarm switches.
19. Mancuso Branch 6767 Belfort, Houston, TX 77087
- A. One security panel with capability to identify all listed zones. No more than two security alarm devices per zone and one zone for future expansion.
 - B. One alphanumeric, electro-luminescent, arming, display station.
 - C. Two local sounding devices, one located at the employee entrance and one at the front of the building.